

## 1 INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Conditions.

### 1.2 Definitions:

**Business Day** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Business Customer** anyone buying Goods or Services from the Supplier for purposes relating to their trade, business, craft or profession.

**Commencement Date** has the meaning given in clause 2.2.

**Conditions** these terms and conditions as amended from time to time in accordance with clause 23.8.

**Consumer** anyone buying Goods or Services from the Supplier as an individual for purposes wholly or mainly outside of a trade, business, craft or profession.

**Contract** the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

**Customer** the person or firm who purchases the Goods and/or Services from the Supplier whether a Consumer or a Business Customer.

**Deliverables** the deliverables set out in the Order produced by the Supplier for the Customer.

**Delivery Location** has the meaning given in clause 4.3.

**Force Majeure Event** has the meaning given to it in clause 20.

**Goods** the goods (or any part of them) set out in the Order.

**Goods Specification** any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier.

**Intellectual Property Rights** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Marketing Materials** samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations published physically or online, or any other promotional material or literature.

**Order** the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, or the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be.

**Services** the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification.

**Service Specification** the description or specification for the Services set out in the Marketing Materials, Website, or communicated by the Supplier to the Customer in any other way as nominated by the Supplier from time to time.

**Supplier** Towelrads.com Limited registered Trading as Radiator Valves UK in England and Wales with company number 04906064.

**Supplier Materials** has the meaning so given in clause 10.1.8.

**Website** the Supplier site hosted at, and accessible via <https://towelrads.com/>

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a party includes its personal representatives, successors and permitted assigns.

1.5 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.6 A reference to writing or written includes email.

1.7 These Conditions apply to any purchases made on the Supplier's Website, by telephone or email. Please read these Conditions carefully before placing any orders on the Supplier's Website, as they set out important information about rights and obligations. Please note that the Customer must agree to these Conditions before placing an Order.

1.8 Please note, some Conditions only apply to Consumers and other Conditions only apply to Business Customers, so please make sure to read these Conditions carefully.

1.9 Consumers must be at least 18 years old and a resident of the UK to place an order on the Supplier's Website. For Business Customers placing an Order on behalf of a business, the individual placing the Order confirms that they have authority to place such order for and on behalf of that business.

1.10 The Supplier may make changes to these Conditions at any time. However, the Conditions which apply to a Customer's Order will be those in force at the time the Customer submitted their order to the Supplier.

1.11 Use of the Supplier's Website is governed by the Website Terms of Use found at <https://towelrads.com/>.

## 2 BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer, to purchase Goods and/or Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order, at which point, and on which date the Contract shall come into existence ("Commencement Date"). The Supplier shall send a shipping confirmation email to the Customer to inform them when the Order has been dispatched.

2.3 The Supplier has the right to reject an Order for any reason including where there has been a pricing error.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for

the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract nor have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.6 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 20 Business Days from its date of issue.

2.7 If the Supplier is making any bespoke Goods for a Customer which are based on measurements provided by the Customer, the Customer is solely responsible for ensuring that the information is correct.

2.8 All Orders are subject to availability. The Supplier cannot guarantee that any Goods or Services will be available at any given time. In certain circumstances beyond the Supplier's reasonable control, for example where there has been a change in law, the Supplier may need to stop selling certain Goods or Services. If this happens and it affects a Customer's Order, the Supplier will notify the Customer by email, cancel the Order and:

2.8.1 for Goods ordered, provide the Customer with a full refund (including any delivery costs) if payment has already been taken; and

2.8.2 for Services ordered, refund any advance payments made by the Customer for any Services that had not yet been provided.

2.9 To request changes to an Order after it has been submitted, Customers will need to contact the Supplier as soon as possible. The Supplier will respond confirming if it is possible to make the requested changes.

2.10 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

## 3 GOODS

3.1 The Goods are described in the Supplier's Marketing Materials as modified by any applicable Goods Specification.

3.2 Business Customers shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with:

3.2.1 any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract; and

3.2.2 any impracticality, inefficiency, or lack of safety or other defects in the Goods where such impracticality, inefficiency, or lack of safety or other defects are due (whether in whole or in part) to faults or omissions in the Goods Specification.

3.3 The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

## 4 DELIVERY OF GOODS

4.1 A delivery note will be sent to the Customer when the Order is dispatched.

4.2 Where the Customer is required to return any packaging material to the Supplier, the Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

4.3 The Supplier shall deliver the Goods to, or make the Goods available at the location set out in the Order or such other location as the parties may agree ("Delivery Location") at any time after the Supplier notifies the Customer that the Goods are ready.

4.4 Delivery of the Goods shall be completed on:

4.4.1 the completion of unloading of the Goods at the Delivery Location; or

4.4.2 when the Goods are made available for collection at the agreed time at the Delivery Location where the Customer is collecting the Goods.

and references to delivery and deliver shall be construed accordingly.

4.5 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.6 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Business Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods due to nobody being at the Delivery Location to accept the Goods, or to the extent that such failure is caused by a Force Majeure Event or the Business Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

4.7 If the Business Customer fails to (i) take delivery of the Goods within three Business Days of the Supplier notifying the Business Customer that the Goods are ready, or (ii) where collection is agreed, collect the Goods at the Delivery Location at the time agreed with the Supplier, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

4.7.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Business Customer that the Goods were ready; and

4.7.2 the Supplier shall store the Goods until delivery takes place, and charge the Business Customer for all related costs and expenses (including insurance).

4.8 If ten Business Days after the day on which the Supplier notified the Business Customer that the Goods were ready for delivery the Business Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Business Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.9 If the Supplier delivers up to and including 5% (five percent) more or less than the quantity of Goods ordered the Business Customer may not reject them, but

- on receipt of notice from the Customer that the wrong quantity of Goods was delivered, the Supplier shall make a pro rata adjustment to the invoice for the Goods.
- 4.10 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Business Customer to cancel any other instalment.
- 5 WARRANTY**
- 5.1 Selected Goods are sold with a warranty, details of which are provided with the Goods. All warranties provided by the Supplier for selected Goods can also be found at <https://towelrads.com/policies-and-guides/>.
- 5.2 Any warranty provided is subject to the warranty conditions for the relevant Good. For Consumers only, any warranty provided is in addition to your legal rights as a consumer for any faulty goods.
- 6 QUALITY OF GOODS- BUSINESS CUSTOMERS ONLY**
- THIS CLAUSE ONLY APPLIES TO BUSINESS CUSTOMERS**
- 6.1 Subject to any provisions to the contrary elsewhere in these Conditions, the Supplier gives no warranties and makes no representations in relation to the Goods, and all warranties, conditions, or other terms implied by statute or common law, including but not limited to the terms implied by sections 13 to 15 of the Sale of Goods Act 1979, are excluded from the Contract to the fullest extent permitted by law.
- 6.2 Any claim by the Business Customer for alleged defects, shortages, excessive breakages, failure or other irregularities in the Goods must be notified in writing to the Supplier within seven days of delivery. If the Business Customer does not notify the Supplier accordingly, the Business Customer shall not be entitled to reject the Goods and the Supplier shall have no liability for such defect or failure, and the Business Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract. In no event shall the Business Customer be entitled to reject the Goods on the basis of any defect or failure which is so slight that it would be unreasonable for it to reject them.
- 6.3 Subject to clause 6.5, if the Business Customer gives notice to the Supplier of any alleged defects, shortages, excessive breakages, failure or other irregularities in the Goods pursuant to clause 6.2, and the Supplier is given a reasonable opportunity of examining such Goods, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 6.4 The Supplier does not guarantee expressly or impliedly that the Goods will be suitable or fit for use under any specific condition and for any particular purpose, despite the fact that such a condition or purpose may be known to the Supplier. Samples are only submitted as an indication of the Goods quoted for and not as any guarantee of the Goods on delivery, but so far as it is able to do, the Supplier will pass to the Customer the benefit of any manufacturers guarantee given when the Goods are supplied.
- 6.5 The Supplier shall not be liable for any defects, excessive breakages, failure or other irregularities in the Goods in any of the following events:
- 6.5.1 the Business Customer makes any further use of such Goods after giving notice in accordance with clause 6.2;
- 6.5.2 the defect arises due to carelessness by the Business Customer through handling, misusing or abusing the Goods;
- 6.5.3 the defect arises because the Business Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 6.5.4 the defect relates to cosmetic damage, including but not limited to scratches and dents;
- 6.5.5 the Goods were purchased from any unauthorised dealers or reseller/auction sites;
- 6.5.6 the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Business Customer;
- 6.5.7 the Business Customer alters, re-installs, relocates or repairs such Goods without the written consent of the Supplier;
- 6.5.8 the defect arises as a result of fair wear and tear, wilful damage, negligence, neglect or abnormal storage or working conditions;
- 6.5.9 the Goods are damaged as a result of external sources including but not limited to weather, electrical outages or power surges; or
- 6.5.10 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 6.6 Except as provided in clause 5 (if applicable) and this clause 6, the Supplier shall have no liability to the Business Customer in respect of defects in the Goods.
- 6.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 6.8 The Business Customer understands and accepts that where the Goods are, or are derived from naturally occurring materials, they will be subject to natural variation, in shape, colour, texture and quality, and this cannot be avoided. In cases where the Business Customer requires Goods which match pre-existing materials, or constructions, the Business Customer accepts that while reasonable effort will be made by the Supplier to match the Goods, this cannot be guaranteed and may not be possible.
- 7 QUALITY OF GOODS- CONSUMERS**
- THIS CLAUSE ONLY APPLIES TO CONSUMERS.**
- 7.1 The Supplier must provide the Services to the Consumer with reasonable care and skill.
- 7.2 If the Goods are faulty or misdescribed, please contact the Supplier as soon as reasonably possible.
- 7.3 The Consumer Rights Act 2015 gives Consumers certain legal rights (also known as 'statutory rights'). The goods that the Supplier provides to Consumers must be as described, fit for purpose and of satisfactory quality. The Supplier is under a legal duty to supply Goods which conform with each Consumer's Contract. For more detailed information on Consumer rights and what Consumers should expect from the Supplier, please:
- 7.3.1 contact the Supplier using the contact details at the top of these Conditions; or
- 7.3.2 visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133.
- 7.4 Nothing in the Contract between the Supplier and Consumer (including under any warranty) affects the Consumer's legal rights under the Consumer Rights Act 2015. Consumers may also have other rights in law.
- 7.5 The Supplier shall not be liable for any defect in the goods arising as a result of, due to, or from:
- 7.5.1 Purchases of goods from unauthorised dealers or reseller/auction sites;
- 7.5.2 Careless operation or handling, misuse, abuse or lack of maintenance;
- 7.5.3 Failure to carry out the recommended maintenance at the recommended periods;
- 7.5.4 External sources such as weather, electrical outages or power surges;
- 7.5.5 Normal wear and tear;
- 7.5.6 Repairs, installations, re-locations, re-installs or alterations carried out other than by the Supplier or the Supplier's authorised representatives;
- 7.5.7 Cosmetic damage, including but not limited to scratches and dents etc;
- 7.5.8 Deliberate damage, accident or neglect by a Consumer or any third party;
- 7.5.9 Use other than as recommended by the Supplier; and
- 7.5.10 Failure to follow the instructions for the Goods.
- 8 TITLE AND RISK**
- THIS CLAUSE ONLY APPLIES TO BUSINESS CUSTOMERS.**
- 8.1 The risk in the Goods shall pass to the Business Customer on completion of delivery.
- 8.2 Title to the Goods shall not pass to the Business Customer until the earlier of:
- 8.2.1 the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Business Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; or
- 8.2.2 the Business Customer resells the Goods, in which case title to the Goods shall pass to the Business Customer at the time specified in clause 8.5.
- 8.3 Until title to the Goods has passed to the Business Customer, the Business Customer shall:
- 8.3.1 hold the Goods as bailee for the Supplier;
- 8.3.2 store the Goods separately from all other goods held by the Business Customer and ensure that they remain readily identifiable as the Supplier's property;
- 8.3.3 not remove, alter, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 8.3.4 take reasonable care of the Goods and maintain the Goods so that they remain in the condition in which they were delivered;
- 8.3.5 keep the Goods insured with a reputable insurer against all risks for at least their full price on the Supplier's behalf from the date of delivery; notify the Supplier immediately if it becomes subject to any of the events listed in clause 18.1.1 to clause 18.1.17 or 18.2; and
- 8.3.7 on reasonable notice permit the Supplier to inspect the Goods during the Business Customer's normal business hours and provide the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 8.4 Notwithstanding clause 8.3 the Business Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) until such time as it becomes aware or ought reasonably to have become aware that an event specified in clauses 18.1.1 to 18.1.17 or 18.2 has occurred or is likely to occur.
- 8.5 If the Business Customer resells the Goods in accordance with clause 8.4:
- 8.5.1 it does so as principal and not as the Supplier's agent; and
- 8.5.2 title to the Goods shall pass from the Supplier to the Business Customer immediately before the time at which resale by the Business Customer occurs.
- 8.6 If before title to the Goods passes to the Business Customer, the Business Customer informs the Supplier, or the Supplier reasonably believes, that the Business Customer has or is likely to become subject to any of the events specified in clauses 18.1.1 to 18.1.17 or 18.2, then, without limiting any other right or remedy the Supplier may have:
- 8.6.1 the Business Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
- 8.6.2 the Supplier may at any time:
- 8.6.2.1 require the Business Customer, at the Business Customer's expense, to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
- 8.6.2.2 if the Business Customer fails to do so promptly, enter any premises of the Business Customer or of any third party where the Goods are stored and repossess them.
- 9 SUPPLY OF SERVICES**
- 9.1 The Supplier shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 9.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Service Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 9.3 The Supplier reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 10 CUSTOMER'S OBLIGATIONS**
- 10.1 The Customer shall:
- 10.1.1 ensure that the terms of the Order and any information it provides in the Service Specification and the Goods Specification are complete and accurate;
- 10.1.2 co-operate with the Supplier in all matters relating to the Services;

- 10.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
- 10.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 10.1.5 prepare the Customer's premises for the supply of the Services;
- 10.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 10.1.7 comply with all applicable laws, including health and safety laws;
- 10.1.8 keep all materials, equipment, documents and other property of the Supplier ("Supplier Materials") at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
- 10.1.9 comply with any additional obligations as set out in the Service Specification and the Goods Specification.
- 10.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):
- 10.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- 10.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 10.2; and
- 10.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 11 CHARGES AND PAYMENT**
- 11.1 The price for Goods:
- 11.1.1 shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of the order; and
- 11.1.2 shall be exclusive of all costs and charges of packaging, insurance, delivery and transport of the Goods, which shall be invoiced to the Customer.
- 11.2 The charges for Services shall be calculated in accordance with the Service Specification, and the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 11.3 For Business Customers only, the Supplier reserves the right to:
- 11.3.1 increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index;
- 11.3.2 increase the price of the Goods, by giving notice to the Business Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
- 11.3.2.1 any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 11.3.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
- 11.3.2.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.
- 11.4 For Consumers, the Supplier reserves the right to:
- 11.4.1 change the prices for Goods, delivery charges and Services at any time. Unless there has been an error on the Website regarding the pricing of any Goods or Services and this affects a Customer's Order, price changes will not affect existing Orders.
- 11.5 If there has been a pricing error, the Supplier will try to contact the Customer using the contact details provided when the Order was placed. The Customer will be given the option to re-confirm their Order at the correct price or cancel the Order. If the Supplier is unable to contact the Customer, the order will be treated as cancelled and the Customer will once again be notified by email.
- 11.6 For Consumers, payment for Goods is required when the Order is ready to dispatch and payment for Services is required in full when the Order is accepted. Payment will be taken from the card details provided by the Consumer at the point of order. If the payment attempt is unsuccessful, the Supplier will contact the Consumer using the details provided within the Order. If the Supplier is unable to reach the Consumer, the Supplier will cancel the Order and notify the Consumer by email.
- 11.7 Prices shown in the Supplier's Marketing Materials are displayed exclusive of VAT and Customers will be charged VAT in addition.
- 11.8 For Business Customers, in respect of Goods, the Supplier shall invoice the Business Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Business Customer as set out in the Service Specification.
- 11.9 Business Customers shall pay each invoice submitted by the Supplier:
- 11.9.1 within 30 days of the date of the invoice; and
- 11.9.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
- 11.10 All amounts payable by the Business Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Business Customer, the Business Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 11.11 If the Business Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 18 ("Termination"), the Business Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 11.11 will accrue each day at 8% (eight percent) a year above the Bank of England's base rate from time to time.
- 11.12 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 12 CONSUMER CANCELLATION RIGHTS – CONSUMER ONLY**
- THIS CLAUSE ONLY APPLIES TO CONSUMERS.**
- 12.1 For Goods purchased, Consumers have 14 days from the delivery date to change their mind and cancel the Order. Please note that this does not apply to any bespoke Goods.
- 12.2 To cancel an Order please email the Supplier at [Orders@towelrads.com](mailto:Orders@towelrads.com) or call the Supplier on 01628 625 367 EXT:2 To help the Supplier process the cancellation more quickly, please have the order number ready or include it in the email or cancellation form sent. Consumers may also use the model cancellation form at the end of these Conditions and send it to the Supplier, but this is not mandatory.
- 12.3 For Goods, if a Consumer has already received their Order, the Goods must be returned to the Supplier within 14 days of initially informing the Supplier that they wish to cancel. This deadline is met if the Goods are sent back before the 14-day period has expired. It is strongly recommended that Consumers get proof of postage. The Supplier may withhold the refund until the earlier of receiving the Goods back from the Consumer or the Consumer providing evidence of the Goods being sent back.
- 12.4 Goods must be returned to the Supplier in new and unused condition and, to the extent possible, in their original packaging. The Supplier may make a deduction from the refund amount if the Consumer has handled the Goods in a way which has diminished their value, if such handling was beyond what is necessary to establish the nature, characteristics and functioning of the Goods. The Consumer is responsible for the Goods while they are in their possession.
- 12.5 Unless the Goods are faulty or misdescribed the Consumer is responsible for the cost of returning the Goods to the Supplier.
- 12.6 For refunds relating to Goods, the Supplier will provide the Consumer with a full refund (including basic delivery charges) as soon as possible. If a Consumer cancelled before receiving any Goods, the refund will be issued no later than 14 days after the day on which the Consumer told the Supplier that they wanted to cancel. If the Consumer has returned the Goods to the Supplier, a refund will be issued no later than 14 days after the day the Supplier receives the Goods back or, if earlier, 14 days after the day the Consumer provides the Supplier with written evidence that they have sent the Goods back.
- 12.7 The Supplier will issue refunds to the same payment method used when the Consumer's Order was placed.
- 13 FAULTY SERVICES–BUSINESS CUSTOMERS ONLY**
- THIS CLAUSE ONLY APPLIES TO BUSINESS CUSTOMERS**
- 13.1 The Supplier warrants that the services will be:
- 13.1.1 performed with reasonable care and skill within the meaning of section 13 of the Sale of Goods and Services Act 1982; and
- 13.1.2 free from material defects at the time the services are completed.
- 13.2 A Business Customer's sole and exclusive remedy, the Supplier will (at its option) re-perform or refund any services that do not comply with clause 13.1, provided that the Business Customer:
- 13.2.1 notifies the Supplier by email to [CS@Towelrads.com](mailto:CS@Towelrads.com) within 7 calendar days from the date that the services are completed; and
- 13.2.2 provide the Supplier with sufficient information as to the nature and extent of the defects.
- 13.3 Except as set out in this clause 13, Supplier gives no warranties and makes no representations in relation to the services, and all warranties and conditions (including the conditions implied by sections 12–16 of the Supply of Goods and Services Act 1982 and any implied terms relating to the ability to achieve a particular result), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
- 14 INTELLECTUAL PROPERTY RIGHTS**
- 14.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.
- 14.2 The Supplier grants to the Customer or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to use the Services in accordance with the Services Specification.
- 14.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 14.2.
- 14.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

## 15 CONFIDENTIALITY

- 15.1 The Supplier and Customer each undertake that they shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.2.
- 15.2 Each party may disclose the other party's confidential information:
- 15.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 15; and
- 15.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

## 16 LIMITATION OF LIABILITY - CONSUMERS

### THIS CLAUSE ONLY APPLIES TO CONSUMERS.

- 16.1 If the Supplier breaches these Conditions or is negligent, the Supplier is liable to the Consumer for foreseeable loss or damage that the Consumer suffers as a result. 'Foreseeable' means that, at the time the Contract was made, it was either clear that such loss or damage would occur or the Consumer and Supplier both knew that it might reasonably occur, as a result of something the Supplier did (or failed to do).
- 16.2 The Supplier is not liable to the Consumer for any loss or damage that was not foreseeable, any loss or damage not caused by their breach or negligence, or any business loss or damage.
- 16.3 Nothing in these Conditions excludes or limits the Supplier's liability for any death; or personal injury caused by their negligence; liability for fraud or fraudulent misrepresentation; or any other liability that the law does not allow the Supplier to exclude or limit.

## 17 LIMITATION OF LIABILITY - BUSINESS CUSTOMERS ONLY

### THIS CLAUSE ONLY APPLIES TO BUSINESS CUSTOMERS.

- 17.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- 17.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 17.1.2 fraud or fraudulent misrepresentation;
- 17.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- 17.1.4 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 17.2 Subject to clause 17.1:
- 17.2.1 the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence and misrepresentation), breach of statutory duty, or otherwise, for (whether direct or indirect) any loss of profit; loss of opportunity; loss of savings; discount or rebate (whether actual or anticipated); or, harm to reputation; or loss of goodwill; or any indirect, consequential or special loss arising under or in connection with the Contract; and
- 17.2.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence); breach of statutory duty; or otherwise, shall in no circumstances exceed 100% (one hundred percent) of the total price of the Goods or Services as applicable.

## 18 TERMINATION - BUSINESS CUSTOMERS ONLY

### THIS CLAUSE ONLY APPLIES TO BUSINESS CUSTOMERS. FOR CONSUMERS, RIGHTS TO TERMINATE AN ORDER CAN BE FOUND THROUGHOUT THE CONDITIONS.

- 18.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 18.1.1 the other party commits a material breach of the Contract and such breach is not remediable;
- 18.1.2 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
- 18.1.3 the other party is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier or Business Customer (as relevant) reasonably believes that to be the case;
- 18.1.4 the other party becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
- 18.1.5 the other party becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
- 18.1.6 the other party becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
- 18.1.7 the other party becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
- 18.1.8 the other party has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
- 18.1.9 the other party has a resolution passed for its winding up;
- 18.1.10 the other party has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
- 18.1.11 the other party is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;
- 18.1.12 the other party has a freezing order made against it;
- 18.1.13 the other party is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;

- 18.1.14 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business, or indicates in any way that it intends to do so;
- 18.1.15 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
- 18.1.16 the other party is subject to any events or circumstances detailed in 18.1.3 to 18.1.15 in any jurisdiction; or
- 18.1.17 the other party takes any step or action in connection with, anticipation of, or has no realistic prospect of avoiding any of the events or procedures described in 18.1.3 to 18.1.15 including giving notice for the convening of any meeting of creditors issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into any insolvency process.
- 18.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Business Customer, if: the Business Customer fails to pay any amount due under the Contract on the due date for payment.
- 18.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Business Customer and the Supplier if the Business Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 18.1.3 to clause 18.1.17, or the Supplier reasonably believes that the Business Customer is about to become subject to any of them.

## 19 CONSEQUENCES OF TERMINATION - BUSINESS CUSTOMERS ONLY

- 19.1 On termination of the Contract:
- 19.1.1 The Business Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 19.1.2 the Business Customer shall return all of the Supplier Materials and Deliverables, for Business Customers, any Deliverables or Goods which have not been fully paid for. If the Business Customer fails to do so, then the Supplier may enter the Business Customer's premises and take possession of them. Until they have been returned, the Business Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- 19.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 19.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

## 20 FORCE MAJEURE (EVENTS BEYOND THE SUPPLIER'S CONTROL)

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a "Force Majeure Event").

## 21 PERSONAL INFORMATION

- 21.1 Any personal information provided by Customers to the Supplier will be dealt with in line with our privacy policy available here <https://towelrads.com/wp-content/uploads/2024/10/brickability-group-plc-privacy-policy.pdf> which explains what information the Supplier collects and holds about each Customer and how this is collected, stored, used and shared by the Supplier.

## 22 COMPLAINTS

- 22.1 The Supplier will try to resolve any disputes with a Consumer quickly and efficiently. If a Consumer is unhappy with the Goods ordered, the Supplier's service, or the Supplier's Website, please contact the Supplier via [CS@Towelrads.com](mailto:CS@Towelrads.com) as soon as possible.
- 22.2 The Supplier's complaint handling policy can be accessed at <https://towelrads.com/policies-and-guides/>.
- 22.3 If a dispute cannot be resolved via the Supplier's customer service team or the Consumer is unhappy with the outcome, the Consumer may elect to use alternative dispute resolution (ADR). ADR is a process for resolving disputes between a Consumer and the Supplier that does not involve going to court. A Consumer can submit a complaint to CEDR via their website at [www.cedr.com](http://www.cedr.com). CEDR will not charge the Consumer for making a complaint and if the Consumer is not satisfied with the outcome, they can still bring legal proceedings.

## 23 GENERAL

### 23.1 Assignment and other dealings

- 23.1.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 23.1.2 A Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

### 23.2 Notices.

- 23.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
- 23.2.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 23.2.1.2 sent by email to each party's main email address.
- 23.2.2 Any notice or communication shall be deemed to have been received:
- 23.2.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
- 23.2.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day

after posting or at the time recorded by the delivery service;  
and

23.2.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 23.2.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

23.2.3 This clause 23.2 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 23.3 shall not affect the validity and enforceability of the rest of the Contract.

23.4 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

23.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

23.6 **Entire agreement.**

23.6.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

23.6.2 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.

23.6.3 Nothing in this clause shall limit or exclude any liability for fraud.

23.7 **Third party rights.**

23.7.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

23.7.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

23.8 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

23.9 **Governing law and Jurisdiction.**

23.9.1 For Consumers: the laws of England and Wales apply to these Conditions, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country. Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

23.9.2 For Business Customers: The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

**Model Cancellation Form**

*(Complete and return this form only if you wish to withdraw from the contract)*

To: Towelrads Limited

Cookham Road,  
Bracknell,  
Berkshire, RG12 1RB

I hereby give notice that I/ cancel my contract of sale of the following goods [\*]/for the supply of the following service [\*],

Ordered on [\*]/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate